

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JEFF BARTELS,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE "A",

Defendants.

Case No. 23-cv-03541

Judge Sara L. Ellis

Magistrate Judge Beth W. Jantz

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff JEFF BARTELS ("Bartels" or "Plaintiff") against the defendants identified in the First Amended Schedule A, and using the Defendant Online Marketplace Accounts identified in the First Amended Schedule A (collectively, the "Defendant Internet Stores"), and Jeff Bartels having moved for entry of Default and Default Judgment against the defendants identified in the First Amended Schedule A (collectively, "Defaulting Defendants");

This Court having entered a preliminary injunction; Jeff Bartels having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Jeff Bartels has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing versions of Jeff Bartels' federally registered copyrights which are protected by United States Copyright Registration Nos. VA 2-301-714; VA 2-302-820; VA 2-302-325; VA 2-302-800; VA 2-302-557; VA 2-302-927; VA 2-301-715; VA 2-302-324; VA 2-301-717; VA 2-302-813; VA 2-302-539; VA 2-301-718; VA 2-301-965; VA 2-302-815; VA 2-302-548; VA 2-301-709; VA 2-301-953; VA 2-303-003; VA 2-302-551; VA 2-301-960; VA 2-301-966; VA 2-302-930; VA 2-302-544; VA 2-302-816; VA 2-302-545; VA 2-302-547; VA 2-302-558; VA 2-302-927; VA 2-302-554; VA 2-302-555; VA 2-302-540; VA 2-301-957; VA 2-301-964; VA 2-302-817; VA 2-302-548; VA 2-302-270; VA 2-301-989; VA 2-302-272; VA 2-302-809; VA 2-301-712; VA 2-301-716; VA 2-302-814; VA 2-302-315; VA 2-301-968; VA 2-301-971; VA 2-302-273; VA 2-302-818; VA 2-302-266; VA 2-301-972; VA 2-302-276; VA 2-301-991; VA 2-302-253; VA 2-301-974; VA 2-302-048; VA 2-302-057; VA 2-302-056; VA 2-302-505; VA 2-301-944; VA 2-321-928; VA 2-302-083; VA 2-302-082; VA 2-301-949; VA 2-302-507; VA 2-301-947; VA 2-301-915; VA 2-302-046; VA 2-302-053; VA 2-302-049; VA 2-302-470; VA 2-302-496; VA 2-302-084; VA 2-301-923; VA 2-302-044; VA 2-302-473; VA 2-302-054; VA 2-302-051;

VA 2-301-851; VA 2-302-504; VA 2-302-205; VA 2-302-503; VA 2-302-045; VA 2-302-043; VA 2-302-061; VA 2-302-062; VA 2-302-060; VA 2-302-378; and VA 2-302-058 (“Jeff Bartels Works”) to residents of Illinois. In this case, Jeff Bartels has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can purchase products using infringing versions of the Jeff Bartels Works. *See* Docket No. [13], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its unauthorized goods to customers in Illinois bearing infringing versions of the Jeff Bartels Works.

This Court further finds that Defaulting Defendants are liable for willful federal copyright infringement (17 U.S.C. §504).

Accordingly, this Court orders that Jeff Bartels' Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the Jeff Bartels Works or any reproductions, infringing copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Jeff Bartels product or not authorized by Jeff Bartels to be sold in connection with the Jeff Bartels Works;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine

Jeff Bartels product or any other product' produced by Jeff Bartels, that is not Jeff Bartels' or not produced under the authorization, control, or supervision of Jeff Bartels and approved by Jeff Bartels for sale under the Jeff Bartels Works; committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Jeff Bartels, or are sponsored by, approved by, or otherwise connected with Jeff Bartels ; and

- c. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Jeff Bartels , nor authorized by Jeff Bartels to be sold or offered for sale, and which bear any of Jeff Bartels Works, including the Jeff Bartels Works, or any reproductions, infringing copies or colorable imitations.

2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Defendant Internet Stores, including, without limitation, any online marketplace platforms such Amazon Payments, Inc. ("Amazon") (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:

- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell infringing goods using the Jeff Bartels Works; and
- b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Jeff

Bartels Works or any reproductions, infringing copies or colorable imitations thereof that is not a genuine Jeff Bartels product or not authorized by Jeff Bartels to be sold in connection with the Jeff Bartels Works.

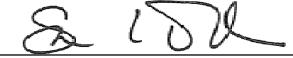
3. Upon Jeff Bartels' request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of infringing goods using the Jeff Bartels Works.
4. Pursuant to 17 U.S.C. § 504 (c)(2), Jeff Bartels is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful use of infringing Jeff Bartels Works on products sold through at least the Defendant Internet Stores. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and First Amended Schedule A.
5. Any Third Party Providers holding funds for Defaulting Defendants, including Amazon, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.
6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as Amazon, are hereby released to Jeff Bartels as partial payment of the above- identified damages, and Third Party Providers, including Amazon,

are ordered to release to Jeff Bartels the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.

7. Until Jeff Bartels has recovered full payment of monies owed to it by any Defaulting Defendant, Jeff Bartels shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that Jeff Bartels identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Jeff Bartels may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Jeff Bartels and any e-mail addresses provided for Defaulting Defendants by third parties.
9. To obtain release of the bond previously posted in this action, Plaintiff's counsel must file a motion for the return of the bond once the preliminary injunction no longer applies to any Defendant.

This is a Default Judgment.

Dated: September 27, 2023



Sara L. Ellis
United States District Judge

First Amended Schedule A

No.	Defendant
1	
2	
3	Lollyus
4	
5	taiyuantaohuantaoshangmaoyouxiangongsi
6	jhhzzp1
7	Hamorys
8	Wenzzistore
9	
10	pas lahgo
11	FADK Fashion
12	
13	
14	fsdwse
15	
16	
17	
18	
19	
20	
21	qujingzhangsuahaoshangmaoyouxiangongsi
22	kunmingdouruishangmaoyouxiangongsi
23	
24	Small second shop
25	
26	ShanXiXuXingCunShangMaoYouXianGongSi
27	
28	
29	
30	XGard
31	ThuTrangStoree
32	qujingpihaodianzishangwuyouxiangongsi
33	kabudadianzi
34	zhongzhijianmaoyi
35	Immeasurable Direct

36	A New Rise
37	Rice Tomorrow
38	VIP-zhang
39	
40	CoupledHEAT
41	Sena's Boutique
42	HaiNamStore
43	Minlano
44	DOUBLE AMERICAN
45	Supreshine
46	BD-Sign
47	Guangzhou Tianhe qinchuang Trade Co., Ltd
48	万宁市琪禾涛网络科技有限公司
49	山西森沐恒网络科技有限公司
50	yuanzhouquyixixiaobaihuodian
51	AweFam
52	SanJiangKouZhenLuJianQingGongYiPinShangHang
53	People my home
54	LongYanShiMengHongMaoYiYouXianGongSi
55	uanlu8948
56	shanxilanzhenshangmaoyouxiangongsi
57	91440604MAC86EEE0B666
58	Xuan Huy Mon
59	GiaHuy
60	
61	jiujiang205yufeiwangluokeji
62	qiqihaertuotuishangmaoyouxiangongsi
63	Happy Angel Department Store
64	AOIROE-Store
65	
66	
67	ONHUON US (7-15 Day Delivery)
68	
69	wicoomus-Fast Delivery (7-15 days)☆☆☆☆☆
70	
71	kaide
72	Trish Lucia

73	Marridon
74	CSV Decor
75	
76	
77	dekelijiaju
78	JRH1111
79	HNTShop
80	
81	JoYoBeLL
82	Mastery POD Apparel
83	
84	Hermetic Store
85	Immature Store
86	Vanbac Shop
87	Someset LTD
88	
89	
90	
91	
92	Jian Ying
93	zhijiangshipengmianshangmaoyouxiangongsi
94	ChunTengRiYongPinJingYingBu
95	Khang Nguyen Store
96	Sun Store USA
97	KINGSTONE88
98	HUYCUONGQN
99	
100	HA MY SHOP 02
101	
102	HA TUUOSB
103	☆☆☆☆☆Yolo
104	新城糖梦百货店
105	xianxinyuehangshangmaoyouxiangongsi
106	Diamondo
107	xingchengshilefengriyongbaihuoshangdian
108	ChengZi (7-20 Days Delivery)
109	PINTUHEGUISTORE
110	chenhongjun520

111	foshanshiquanxumaokejiyouxiangongsi
112	FlyPigeon
113	BONITOLLC
114	
115	LinJiaXin KanQu
116	sizon92mna
117	nzhouchenji
118	hongdongcangpiaoshangmaoyouxiangongsi
119	xifayiliuiliu
120	菏泽隆拾网络科技有限公司
121	
122	
123	WUCHUAN (Prime Day Deals Today 2023)
124	
125	Suocaon
126	
127	BonLana
128	
129	zhaohuinbz
130	
131	Waymine
132	BomKwow
133	QdasKan
134	GuaeYup
135	
136	Yuvesment
137	jiu_zhi
138	Feliader
139	
140	•JPOQW✈
141	
142	AMZFDC
143	
144	Disener
145	guangzhouyuzhuguojimaoyiyouxiangongsi
146	
147	LeXieoxi
148	mrcmuu

149	Wacinten
150	
151	
152	Customevader
153	KyuHeygsz
154	Joseph G Gomes
155	
156	
157	yanshifona
158	Dimpless
159	
160	
161	
162	LuluZanm(Shipping 7 - 15 Days)
163	CHIKANTING(Warehouse Sale Clearance)
164	
165	ZhaiDuo
166	FOX dell234
167	日照东玟电子信息科技有限公司
168	dansenvmei Ltd.
169	Serve the Queen - Caifang
170	
171	Bodensee Online
172	Jeliva
173	
174	Somlatic
175	chenxixi-US
176	lijinqishangmao
177	jiujijiji
178	Ledong Haoshi Trading Co., Ltd
179	liaorongmingxys
180	qianyingshangmao41
181	chenxiaoyundianzikeji
182	
183	Qingman888
184	
185	
186	MLAGJSS

187	
188	
189	
190	
191	
192	NEARTIME Within 🚚 10-20 Days Delivery
193	NGOC HA HADN STORE
194	shuifupianjiangshangmaoyouxiangongsi
195	biaowangdianzi
196	Chfukew Home Decoration
197	zhaozhebdgt
198	huanxibiek
199	liuhaodongtyu
200	厚槐贸易有限公司